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STANDARD INSURANCE COMPANY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

12 || KRISTEN HARRIS,

Case No. C 07 5330 JSW

13 | Plaintiff,

JOINT STATUS REPORT

14 || v.

15 STANDARD INSURANCE COMPANY;
16 HOMESTORE.COM, INC. GROUP
LONG TERM DISABILITY INSURANCE
PLAN,

DATE: February 8, 2008

TIME: 1:30 pm

JUDGE: The Hon. Jeffrey S. White

DEPT.: Courtroom 2

Defendants.

20 Pursuant to Local Rules 16-9 and Federal Rule of Civil Procedure 26(f), plaintiff Kristen
21 Harris (“Plaintiff”) and defendant Standard Insurance Company (“Standard”) respectfully submit
22 this Joint Case Management Statement in connection with the Case Management Conference
23 currently scheduled for February 8, 2008.

24 || 1. **Jurisdiction and Service**

25 This Court has original jurisdiction under 28 U.S.C. § 1331 in that this action arises under
26 the Employee Retirement Income Security Act of 1974 (“E.R.I.S.A.”), 29 U.S.C. § 1132. Venue
27 is proper in this court under 28 § U.S.C. 1132(g). Homestore.com, Inc. group long term disability
28 plan has not been served. The parties are discussing whether service of the plan is necessary.

1 2. **Facts**

2 Transactor Inc. provided certain employee benefits, including long term disability
 3 coverage, to its employees. The long term disability coverage was funded by a group long-term
 4 disability insurance policy (the “Plan Policy”) issued by Standard.¹

5 Ms. Harris ceased work on or about October 30, 2001 and submitted a claim for long-term
 6 disability benefits pursuant to the Plan Policy. Standard paid Ms. Harris benefits through October
 7 28, 2006. On or about November 7, 2006, Standard closed Ms. Harris’s claim. Ms. Harris
 8 requested that Standard review its decision to close her claim and Standard upheld its closure by
 9 letter dated February 22, 2007. Standard initiated an administrative review of Ms. Harris’s claim
 10 and notified her by letter dated April 18, 2007 that this review had not changed its earlier
 11 determination to deny her claim for benefits. In this lawsuit, Ms. Harris seeks benefits under the
 12 Plan Policy, and Standard maintains that she is not entitled to any relief.

13 3. **Legal Issues**

14 The primary legal issue is whether Ms. Harris was entitled to benefits under the terms of
 15 the Plan Policy, which is governed by E.R.I.S.A.

16 4. **Motions**

17 If Plaintiff intends to seek discovery outside the administrative record, Standard
 18 anticipates filing a motion regarding the scope of the Court’s review under E.R.I.S.A. to
 19 determine if evidence outside the administrative record will be admissible and, therefore, if
 20 discovery is appropriate.

21 In addition, Plaintiff and Standard anticipate filing dispositive motions. The parties
 22 propose that all dispositive motions be filed no later than October 17, 2008.

23 5. **Amendments of Pleadings**

24 Standard is considering a counterclaim, but the parties intend to pursue mediation prior to
 25 any final decision.

26

¹ Ms. Harris was employed by Homestore.com. However, shortly before she ceased work,
 27 she was transferred to Transactor Inc. Pursuant to the continuity of coverage provisions, the
 28 Homestore.com and the Transactor Inc. plans are relevant in the administration of Ms. Harris’
 claim.

1 6. **Evidence Preservation**

2 The parties have taken steps to preserve evidence relevant to the issues reasonably evident
3 in this action, including Standard's potential counterclaim. The parties agree that documents
4 relating to Standard's administration of Plaintiff's claim for benefits will be produced in hard
5 copy format, and that inaccessible data (e.g. backup tapes) are not at issue.

6 7. **Disclosures**

7 The parties do not currently believe any changes to the timing, form or requirements for
8 disclosures under Rule 26(a) are necessary and intend to make disclosures within the timeframe
9 required by Rule 26.

10 8. **Discovery**

11 Standard contends that in E.R.I.S.A. cases the Court's review is limited to the
12 administrative record and, therefore, that discovery is not reasonably calculated to lead to the
13 discovery of admissible evidence. If Plaintiff seeks discovery outside the administrative record,
14 which has been produced in initial disclosures, the parties will meet and confer in an attempt to
15 resolve the issue informally. If necessary, the parties will conduct discovery or submit briefing to
16 the Court on this issue on or before August 29, 2008.

17 9. **Class Actions**

18 Not applicable.

19 10. **Related Cases**

20 This case is not related to any other case pending in this district, including the bankruptcy
21 courts in this district.

22 11. **Relief**

23 Plaintiff seeks disability benefits including any prejudgment and postjudgment interest,
24 for a declaration that Plaintiff is disabled under the terms of the Plan Policy, for injunctive relief
25 requiring payment of all disability benefits, costs of suit, and attorneys' fees. Standard disputes
26 that Plaintiff is entitled to any benefits or other relief under the Plan Policy, or at all, and seeks an
27 award of its costs and attorneys' fees.

12. **Settlement and ADR**

2 The parties believe that an early mediation is appropriate for this case, and have agreed to
3 pursue ADR through a court-appointed mediator.

13. **Consent to a Magistrate Judge for All Purposes**

5 Standard declined assignment of this case to a magistrate judge for all purposes.

6 14. **Other References**

7 The parties do not believe that this case is suitable for reference to binding arbitration, a
8 special master, or the Judicial Panel on Multidistrict Litigation.

9 15. **Narrowing of Issues**

10 The parties do not believe that the issues can be narrowed at this point.

11 16. **Expedited Schedule**

12 The parties do not believe this case is appropriate for an expedited schedule.

13 17. **Scheduling**

14 The parties contemplate resolution of the case by dispositive motions on the
15 administrative record. The motions will substitute for a trial. The parties agree to file cross-
16 dispositive motions on October 17, 2008, and responses on November 5, 2008. The parties will
17 be prepared for an argument on the motions at the Court's earliest convenience thereafter, and
18 propose an argument on November 21, 2008.

19 18. **Trial**

20 The parties propose that the motion briefing schedule proposed above serves as a trial on
21 the administrative record, with oral argument lasting approximately one-half day on or about
22 November 21, 2008.

23 19. **Disclosure of Non-Party Interested Entities or Persons**

24 Standard filed a "Corporate Disclosure Statement" on November 30, 2007 in which it
25 disclosed that StanCorp Financial Group, Inc., parent company of Standard, is an interested entity
26 in this matter. Ms. Harris filed a "Notice of Interested Parties" on October 18, 2007 in which she
27 identified no interested parties.

28

1 20. **Other**

2 There are currently no other matters to facilitate the disposition of this action.

3 Dated: January 29, 2008

Respectfully submitted,

4 Jones Day

5

6 By: /s/ - Emily E. Booth
7 Emily E. Booth8 Counsel for Defendant
STANDARD INSURANCE COMPANY

9 Dated: January 29, 2008

10 Kantor & Kantor, LLP

11 By: /s/ - Glenn R. Kantor
12 Glenn R. Kantor13 Counsel for Plaintiff
14 Kristen Harris